



**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM****SUBJECT:** Exhibit "G" Water and Sewer Oversizing Agreement, Butler Ridge**DEPARTMENT:** Environmental Services **DIVISION:** Planning, Engineering & Inspections**AUTHORIZED BY:**  **CONTACT:**  **EXT.** 2118  
Robert G. Adolph, P.E., Director Mike Harber, Sr. Engineer**Agenda Date** 7/22/03 **Regular** ☐ **Consent** ☒ **Work Session** ☐ **Briefing** ☐  
**Public Hearing – 1:30** ☐ **Public Hearing – 7:00** ☐**MOTION/RECOMMENDATION:**

Approve and Authorize Chairman to execute the Exhibit "G" amendments to Conditional Utility Agreements for Water and Sewer service with Butler Ridge Development, Inc. for oversizing and extension of the off-site facilities to the Butler Ridge subdivision.

**BACKGROUND:**

Exhibit "G" to the Conditional Utility Agreements for Water and Sewer Service states the terms and conditions under which the Developer of Butler Ridge subdivision will construct a 12" water line, a 30" water main and a 6" force main. Staff has identified the need to oversize off-site water and sewer facilities in this portion of the County's service area based on work performed by our master planning engineers. The NTE (not-to-exceed) cost associated with oversizing of these facilities to 12" from an 8" water line for approximately 650 lineal feet is \$10,357.85. The NTE cost to install a 30" water main for approximately 3589 lineal feet is \$1,156,091.75. The NTE cost associated with the oversizing of this facility's 6" sewer force main for approximately 96 lineal feet is \$32,220.15. Adequate funds for extensions and oversizings are available for this project in Water and Sewer oversizings.

County staff will participate in reviewing and selecting construction bids.

Reviewed by:
Co Atty: <u>NA</u>
DFS: _____
Other: _____
DCM: <u></u>
CM: <u></u>
File No. <u>CESP01</u>

**Cost Comparison for 30-Inch Water Main to be installed by Butler Ridge developer  
Seminole County Environmental Services Department Opinion of Probable Construction Cost  
Performed by Inwood Engineering, Inc.**

**Inwood Engineering Inc. Estimate**

Item Description	Quantity	Unit Price (1)	Total Price
Service Tee	3	\$515.00	\$1,545
Dewatering	1 (LS)	\$30,000.00	\$30,000
30" Ductile Iron Water Main	3,795	\$82.00	\$311,190
30" Gate Valve & Box	6	\$28,300.00	\$169,800
12" Water Main (PVC)	640	\$31.00	\$19,840
12" Gate Valve & Box	1	\$2,600.00	\$2,600
2" Blowoff	0	\$515.00	\$0
Bore and Jack w/48" Steel Casing	30	\$130.00	\$3,900
Directional Bore (30" HDPE)	525	\$285.00	\$149,625
Mechanical Joint Fittings	20.5	\$8,700.00	\$178,350
Connect to Existing Water Main	1	\$6,900.00	\$6,900
Fiber Optic Conduit and Cable	4911	\$8.30	\$40,761
		<b>Subtotal</b>	<b>\$914,511</b>
		<b>Subtotal plus 5% (mob./demob.)</b>	<b>\$960,237</b>
		<b>A. Subtotal - Construction</b>	<b>\$960,237</b>

**Design, Permitting and Construction Inspection/Administration Costs (CEI)**

Design	\$22,400
Permitting	\$1,500
CEI	\$6,800
Contingency 10%	\$3,070

**B. Subtotal - Design, Permitting, CEI \$33,770**

A. Subtotal - Construction	\$960,237
B. Subtotal - Design, Permitting, CEI	\$33,770

**C. Exhibit G Total Estimated Project Cost \$994,007**

- (1) Construction unit prices based on average unit prices for Consumers/Lake Hayes WM - Phase 1 Bids and from price quotes from local contractors plus design, permitting, CEI and contingency.

**Exhibit "G"**

**Water Agreement**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," **BUTLER RIDGE DEVELOPMENT, INC.**, whose address is 557 N. Wymore Road, Suite 102, Maitland, Florida 32751, referred to as "OWNER".

**W I T N E S S E T H:**

**WHEREAS**, OWNER owns certain real property in Seminole County, Florida, hereinafter referred to as "the Property," as described in Exhibit "A," and set forth on the survey in Exhibit "B," attached to the Conditional Utility Agreement For Water Service; and

**WHEREAS**, OWNER requires a water service system to serve future residential development to be located on the Property; and

**WHEREAS**, OWNER is willing to construct an off-site water system and other appurtenant facilities to serve the Property and convey the water system and appurtenant facilities to the COUNTY in return for the considerations set forth herein; and

**WHEREAS**, OWNER has executed a Conditional Utility Agreement For Water Service to which this Agreement is attached as Exhibit "G" and together the Conditional Utility Agreement For Water Service and this Agreement comprise the complete and entire water agreement between the parties,

**NOW, THEREFORE,** in consideration of the premises, the parties mutual covenants and agreements, including the cost of designing, permitting, constructing, conveying and accepting the water system as hereinafter defined, the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

**Section 1. Recitals.** The foregoing premises are true and correct and form a material part of this Agreement upon which the parties have relied.

**Section 2. Definitions.** As used in this Agreement, certain terms and phrases appearing herein are defined as follows:

(a) **Water System.** The term "Water System" shall refer to and mean the construction of a 12" off-site water transmission system on the west side of Brooks Lane from the Kenmore entrance road 30" water main to the southeast corner of Cobblestone (existing 12" stub) and a 30" off-site transmission system on the Kenmore site between Brooks Lane and Mikler Road including transmission mains, stub-outs, pipes, valves, fittings and other such pertinent facilities as are routinely placed in public rights-of-way or dedicated easements. This section of the 30" water transmission main shall connect to a valved stub on the west side of Brooks Lane, installed by others and follow the prescribed route into and around the Kenmore subdivision to Mikler Road (west side), then turn south to the Chapman Road north right-of-way and terminate with a gate valve for connection by others to a proposed continuation of the water transmission system. All permits and engineering design and construction contracts, plans and specifications

for the Water System as and when filed with and approved by the County's Planning Department, Development Review Division, are incorporated herein by reference.

(b) Service Area. The term "Service Area" shall mean and consist of the Property which is to be developed and which is described in Exhibit "A" of the Conditional Utility Agreement for Water Service.

**Section 3.** Agreement to Construct and Convey. OWNER agrees to construct and convey to the COUNTY the Water System and the COUNTY, in reliance on the representations and warranties of OWNER contained herein and subject to the terms and conditions of this Agreement, agrees to accept the Water System from OWNER and pay for the cost thereof upon completion of the Water System. OWNER represents and warrants that:

(a) OWNER shall cause to be designed, permitted and constructed, the Water System to the Property. Any Federal, State or local permitting fees and approvals, if applicable, shall be the responsibility of the OWNER; provided, however, that the COUNTY shall be responsible for the Right-of-Way use permit fee, if applicable, the Florida Department of Environmental Protection permit fee and the underground utility permit fee, all related to the off-site water main only.

(b) Subject to the terms of this Agreement, the OWNER shall commence construction of the Water System within four (4) months and complete construction within twelve (12) months of execution of the Agreement.

(c) OWNER's agreement to construct and convey the Water System is in addition to OWNER's agreement to construct, install and convey, at OWNER's sole cost and expense, all other water transmission, collection and meter facilities necessary to provide water service to OWNER's Property pursuant to the Conditional Utility Agreement For Water Service.

**Section 4. Conveyance.** In addition to the provisions set forth in Section 11, Title to Installations Constructed by Developer, of the Conditional Utility Agreement For Water Service, the following shall apply:

(a) Conveyance shall be closed at the Seminole County Services Building within fifteen (15) days of the vote relating to conveyance by the Board of County Commissioners.

(b) Real and personal property taxes, if any, shall be the responsibility of the OWNER and prorated as of the date of closing. Any corrective instruments required in connection with perfecting OWNER's title shall be prepared and recorded by OWNER prior to closing.

**Section 5. Construction of Installations.** In addition to the provisions of Section 9 of the Conditional Utility Agreement For Water Service, the OWNER shall provide COUNTY with the proposed utility contractor's firm name, key agents, address and brief description of previous applicable jobs so that the COUNTY may approve said contractor prior to establishment of a pre-construction conference. Approval shall not be unreasonably withheld by the COUNTY.

**Section 6. Payment.** COUNTY shall reimburse OWNER for the actual costs incurred in construction of the Water System as described in

Section 2(a) herein. The anticipated construction costs are set forth in Attachments "A" and "B", respectively, attached hereto and incorporated herein and shall not exceed TEN THOUSAND THREE HUNDRED FIFTY-SEVEN AND 85/100 DOLLARS (\$10,357.85) and ONE MILLION ONE HUNDRED FIFTY-SIX THOUSAND NINETEEN AND 75/100 DOLLARS (\$1,156,019.75), respectively. Actual costs shall include all design, permitting, construction, labor and materials associated with construction of the Water System. To be eligible for reimbursement by COUNTY, the costs incurred by OWNER must be reviewed and written consent obtained from COUNTY by OWNER prior to incurring the costs. These costs shall be based on the contractor's invoices and OWNER's engineer's certification of the invoices and in accordance with cost and pay estimates approved by COUNTY. Payment shall be made as follows:

(a) Notwithstanding any other provision of this Agreement, the total repayment amount shall not exceed the amount of OWNER's contract to construct the Water System together with change orders as approved by the COUNTY in writing.

(b) The COUNTY shall reimburse the OWNER for approved costs of design, permitting and construction of the Water System upon completion of construction. Payment for items set forth in Attachment "A" and the final payment for items set forth in Attachment "B" shall be by COUNTY warrant within forty-five (45) days of receipt and approval by COUNTY of the bill of sale, contractor invoices, engineer certification of completion, Florida Department of Environmental Protection acceptance and clearance, final COUNTY inspection and COUNTY receipt

of as-builts related to off-site water main in accordance with this Agreement.

(c) With regard to the items set forth in Attachment "B," the COUNTY shall reimburse the OWNER for approved costs of design, permitting and construction of the water system through a monthly request for payment process. Monthly payments to OWNER for items set forth in Attachment "B" shall be by COUNTY warrant within thirty (30) days of receipt and approval by COUNTY of monthly progress payments, certified by the OWNER'S engineer. A normal ten percent (10%) retainage shall be deducted by COUNTY from all work to date and materials claimed until final acceptance by COUNTY.

**Section 7. Risk of Loss.** OWNER shall bear the risk of loss or damage to the Water System prior to conveyance and acceptance by the COUNTY. OWNER shall restore at its expense all loss or damage within a reasonable period of time.

**Section 8. Approval of County.** As a condition precedent to COUNTY'S obligations hereunder, the OWNER shall deliver to COUNTY for COUNTY'S prior review and approval all plans, specifications, drawings, financial and cost projections, construction and other contracts and corresponding prices prepared for the OWNER regarding the Water System. Under no circumstances shall the review by the COUNTY impose on the COUNTY any liability to the OWNER for faulty design or construction of the Water System. It is acknowledged by the parties that the COUNTY review contemplated in this Section is only for the purpose of determining the operational acceptability of the Water System and for no other purpose whatsoever. Nothing in this Section shall re-



lieve OWNER of its obligations under this Agreement, the Conditional Utility Agreement For Water Service, or under applicable COUNTY regulations and procedures.

**Section 9. Access to Site.** The COUNTY shall provide to the OWNER rights of access and easements over property belonging to or controlled by the COUNTY for installation of the Water System as required for the completion of the approved Water System and in accordance with the approved plans and specifications. County Development Fees related to development of the adjacent subdivision including underground utilities fees and right-of-way use fees, shall not be waived by this Section.

**Section 10. Operation and Maintenance.** Upon transfer, the COUNTY shall be responsible for operation and maintenance of the Water System and shall assure service to all present and future connections to the Property; provided, however, that the COUNTY's obligation shall be consistent with and not greater than the COUNTY's obligation to provide such water service to the public generally.

**Section 11. Indemnification.** OWNER agrees to hold harmless and indemnify the COUNTY, its Commissioners, officers, employees and agents from and against any and all claims, losses, damages, or lawsuits for damages, including any and all court costs and attorney fees arising from or related to the performance of this Agreement between OWNER and COUNTY.

OWNER further agrees to hold harmless and indemnify the COUNTY, its Commissioners, officers, employees and agents from and against any

and all claims, losses, damages or lawsuits for damages resulting from:


(a) any misrepresentation of a material fact contained in this Agreement or the exhibit attached hereto; or

(b) any breach of warranties made by OWNER pursuant to this Agreement.

**Section 12. County's Liability.** Notwithstanding everything contained herein to the contrary, OWNER understands and agrees that the obligations of the COUNTY, including, but not limited to, the payment of costs to be made hereunder to OWNER shall not be deemed to be or constitute a pledge of the full faith and credit of the general revenues, including non-ad valorem tax revenues of the COUNTY.

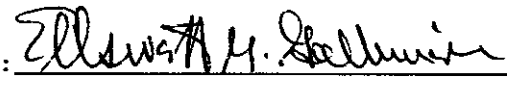
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

  
LOUISE A. WARD, Secretary

(CORPORATE SEAL)

BUTLER RIDGE DEVELOPMENT, INC.

By:   
ELLSWORTH G. GALLIMORE, President

Date: June 10, 03.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

*Sharon E. Butler* 6-12-03  
County Attorney  
SED/lpk  
5/20/03 6/23/03  
butler ridge exhibit G-water

Attachments:

Attachment "A" - Construction Costs  
Attachment "B" - Construction Costs

ATTACHMENT A

SEMINOLE COUNTY KENMURE - PUD - WATER MAIN UPSIZING - BROOKS LANE CPH PROJECT NO. G0347.2					
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (Construction, Design, Permitting and CEI cost estimate)					
Item	Description	Qty	Units	Unit Cost	Total Cost
A	Mobilization/Demobilization (15% of total difference)	0.15	LS	\$ 6,565.00	\$ 984.75
B1	Brooks Lane water main				
	8" PVC water main	650	LF	\$ 18.00	\$ 11,700.00
	12" x 8" Reducer	2	EA	\$ 475.00	\$ 950.00
	8" Gate valve	1	EA	\$ 935.00	\$ 935.00
	8" MJ Fittings	0.114	Ton	\$ 5,000.00	\$ 570.00
	Tie to existing 12' stub	1	EA	\$ 850.00	\$ 850.00
	Sub Total				\$ 15,005.00
B2	12" PVC water main	650	LF	\$ 27.30	\$ 17,745.00
	12" Gate valve	1	EA	\$ 1,950.00	\$ 1,950.00
	12" MJ Fittings	0.205	Ton	\$ 5,000.00	\$ 1,025.00
	Tie to existing 12' stub	1	EA	\$ 850.00	\$ 850.00
	Sub Total				\$ 21,570.00
	B2-B1 (Net to oversize)				\$ 6,565.00
	Contingency 10 %				\$ 656.50
	SUB TOTAL ESTIMATED CONSTRUCTION COST				\$ 8,206.25

Design, Permitting and Construction Inspection/Administration Costs (CEI)

C.	Design	\$1,300.00
D.	Permitting	\$100.00
E.	CEI	\$556.00
F.	Contingency (10%)	\$195.60
	Subtotal - Design, Permitting, CEI	\$2,151.60
	Exhibit G Total Estimated Project Cost	\$ 10,357.85

**B**  
ATTACHMENT **A**

Seminole County KENMURE- PUD 30" WATER TRANSION MAIN CPH PROJECT NO. G0347.2 3/10/03				
ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST			(Construction cost estimate)	
SEMINOLE COUNTY WATER MAIN	Quantity	Unit	Unit Cost	Total Cost
Service Tee (30 x 8)	3	EA.	\$500.00	\$1,500.00
Dewatering	1	Lump Sum	\$30,000.00	\$30,000.00
30" Ductile Iron Water Main	3589	L.F.	\$90.00	\$323,010.00
30" Gate Valve and Box - Resilient wedge type (side operating Valve)	10	EA.	\$29,000.00	\$290,000.00
12" PVC Water Main	640	L.F.	\$30.00	\$19,200.00
12" Gate Valve & Box - Resilient wedge type	1	EA.	\$5,000.00	\$5,000.00
2" Blowoff	2	EA.	\$500.00	\$1,000.00
Bore & Jack w/ 48" Steel Casing	30	L.F.	\$125.00	\$3,750.00
Directional Bore	525	L.F.	\$380.00	\$199,500.00
Mechanical Joint Fittings (tonage for full body fittings)	20.5	Ton	\$5,000.00	\$102,500.00
Connect to existing water main	1	Lump Sum	\$8,000.00	\$8,000.00
Fiber Optic Conduit and Cable	4911	L.F.	\$7.50	\$36,832.50
Sub-total				\$1,020,292.50
Contingency 10%				\$102,029.25
A. Subtotal - Construction				\$1,122,321.75

Design, Permitting and Construction Inspection/Administration Costs (CEI)

Design	\$22,400.00
Permitting	\$1,500.00
CEI	\$6,800.00
Contingency (10%)	\$3,070.00
B. Subtotal - Design, Permitting, CEI	\$33,770.00
C. Exhibit G Total Estimated Project Cost	\$1,156,091.75

**Exhibit "G"**

**Sewer Agreement**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and **BUTLER RIDGE DEVELOPMENT, INC.**, whose address is 557 N. Wymore Road, Suite 102, Maitland, Florida 32751, referred to as "OWNER".

**W I T N E S S E T H:**

**WHEREAS**, OWNER owns certain real property in Seminole County, Florida, hereinafter referred to as "the Property," as described in Exhibit "A," and set forth on the survey in Exhibit "B," attached to the Conditional Utility Agreement For Sewer Service; and

**WHEREAS**, OWNER requires a sewer service system to serve future residential development to be located on the Property; and

**WHEREAS**, OWNER is willing to construct an off-site water system and other appurtenant facilities to serve the Property and convey the sewer system and appurtenant facilities to the COUNTY in return for the considerations set forth herein; and

**WHEREAS**, OWNER has executed a Conditional Utility Agreement For Sewer Service to which this Agreement is attached as Exhibit "G" and together the Conditional Utility Agreement For Sewer Service and this Agreement (hereinafter referred to as the "Agreement") comprise the complete and entire sewer agreement between the parties,

**NOW, THEREFORE,** in consideration of the premises, the parties mutual covenants and agreements, including the cost of designing, permitting, constructing, conveying and accepting the sewer system as hereinafter defined, the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

**Section 1. Recitals.** The foregoing premises are true and correct and form a material part of this Agreement upon which the parties have relied.

**Section 2. Definitions.** As used in this Agreement, certain terms and phrases appearing herein are defined as follows:

(a) **Sewer System.** The term "Sewer System" shall refer to and mean the construction of an off-site sewage force main jumper (6") at the northeast corner of Red Bug Lake Road and Rising Sun Boulevard, a (6") force main stub on Brooks Lane to the south of Kenmure's west entrance road for future service, and the upgrade of the Cobblestone Lift Station from 2 horsepower pumps to 10 horsepower pumps, including transmission mains, stub-outs, pipes, valves, fittings and other such pertinent facilities as are routinely placed in public rights-of-way or dedicated easements, excluding service connections. All permits and engineering design and construction contracts, plans and specifications for the Sewer System as and when filed and approved by the County's Planning Department, Development Review Division, are incorporated herein by reference.

(b) Service Area. The term "Service Area" shall mean and consist of the Property which is to be developed and which is described in Exhibit "A" of the Conditional Utility Agreement for Sewer Service.

**Section 3.** Agreement to Construct and Convey. OWNER agrees to construct and convey to the COUNTY the Sewer System and the COUNTY, in reliance on the representations and warranties of OWNER contained herein and subject to the terms and conditions of this Agreement, agrees to accept the Sewer System from OWNER and pay for the cost of construction thereof upon completion of the Sewer System. OWNER represents and warrants that:

(a) OWNER shall cause the Sewer System to be designed, permitted and constructed. Any Federal, State or local permitting fees and approvals, if applicable, shall be the responsibility of the OWNER; provided, however, that the COUNTY shall be responsible for the right-of-way use permit fee, if applicable, the Florida Department of Environmental Protection permit fee and the underground utility permit fee, all related to the off-site sewer main only.

(b) Subject to the terms of this Agreement, the OWNER shall commence construction of the Sewer System within four (4) months and complete construction within twelve (12) months of execution of the Agreement.

(c) OWNER's agreement to construct and convey the Sewer System is in addition to OWNER's agreement to construct, install and convey, at OWNER's sole cost and expense, all other sewer transmission, collection and meter facilities necessary to provide sewer service to



OWNER's Property pursuant to the Conditional Utility Agreement For Sewer Service.

**Section 4. Conveyance.** In addition to the provisions set forth in Section 11, Title to Installations Constructed by Developer, of the Conditional Utility Agreement for Sewer Service, the following shall apply:

(a) Conveyance shall be closed at the Seminole County Services Building within fifteen (15) days of the vote relating to conveyance by the Board of County Commissioners.

(b) Real and personal property taxes, if any, shall be the responsibility of the OWNER and prorated as of the date of closing. Any corrective instruments required in connection with perfecting OWNER's title shall be prepared and recorded by OWNER prior to closing.

**Section 5. Construction of Installations.** In addition to the provisions of Section 9 of the Conditional Utility Agreement for Sewer Service, the OWNER shall provide COUNTY with the proposed utility contractor's firm name, key agents, address and brief description of previous applicable jobs so that the COUNTY may approve said contractor prior to establishment of a pre-construction conference. Approval shall not be unreasonably withheld by the COUNTY.

**Section 6. Payment.** COUNTY shall reimburse OWNER for the actual costs incurred in construction of the Sewer System as described in Section 2(a) herein. The anticipated construction costs are set forth in Attachment "A" attached hereto and incorporated herein and shall not exceed THIRTY-TWO THOUSAND TWO HUNDRED TWENTY AND 15/100 DOLLARS (\$32,220.15). Actual costs shall include all design, permitting, con-

struction, labor and materials associated with construction of the Sewer System. To be eligible for reimbursement by COUNTY, the costs incurred by OWNER must be reviewed and written consent obtained from COUNTY by OWNER prior to incurring the costs. These costs shall be based on the contractor's invoices and OWNER's engineer's certification of the invoices and in accordance with cost and pay estimates approved by COUNTY. Payment shall be made as follows:

(a) Notwithstanding any other provision of this Agreement, the total repayment amount shall not exceed the amount of OWNER's contract to construct the Sewer System together with change orders as approved by the COUNTY in writing.

(b) The COUNTY shall reimburse the OWNER for approved costs of design, permitting and construction of the Sewer System upon completion of construction. Payments shall be by COUNTY warrant within forty-five (45) days of receipt and approval by COUNTY of the bill of sale, contractor invoices, engineer certification of completion, Florida Department of Environmental Protection acceptance and clearance, final COUNTY inspection and COUNTY receipt of as-builts related to off-site water main in accordance with this Agreement.

**Section 7. Risk of Loss.** OWNER shall bear the risk of loss or damage to the Sewer System prior to conveyance and acceptance by the COUNTY. OWNER shall restore at its expense all loss or damage within a reasonable period of time.

**Section 8. Approval of County.** As a condition precedent to COUNTY's obligations hereunder, the OWNER shall deliver to COUNTY for COUNTY's prior review and approval all plans, specifications, draw-

ings, financial and cost projections, construction and other contracts and corresponding prices prepared for the OWNER regarding the Sewer System. Under no circumstances shall the review by the COUNTY impose on the COUNTY any liability to the OWNER for faulty design or construction of the Sewer System. It is acknowledged by the parties that the COUNTY review contemplated in this Section is only for the purpose of determining the operational acceptability of the Sewer System and for no other purpose whatsoever. Nothing in this Section shall relieve OWNER of its obligations under this Agreement, the Conditional Utility Agreement for Sewer Service, or other applicable COUNTY regulations and procedures.

**Section 9. Access to Site.** The COUNTY shall provide to the OWNER rights of access and easements over property belonging to or controlled by the COUNTY for installation of the Sewer System as required for the completion of the approved Sewer System and in accordance with the approved plans and specifications. County Development Fees related to development of the adjacent subdivision including underground utilities fees and right-of-way use fees, shall not be waived by this Section.

**Section 10. Operation and Maintenance.** Upon transfer, the COUNTY shall be responsible for operation and maintenance of the Sewer System and shall assure service to all present and future connections to the Property; provided, however, that the COUNTY's obligation shall be consistent with and not greater than the COUNTY's obligation to provide such sewer service to the public generally.

**Section 11. Indemnification.** OWNER agrees to hold harmless and indemnify the COUNTY, its Commissioners, officers, employees and agents from and against any and all claims, losses, damages, or lawsuits for damages, including any and all court costs and attorney fees arising from or related to the performance of this Agreement between OWNER and COUNTY.

OWNER further agrees to hold harmless and indemnify the COUNTY, its Commissioners, officers, employees and agents from and against any and all claims, losses, damages or lawsuits for damages resulting from:

(a) any misrepresentation of a material fact contained in this Agreement or the exhibit attached hereto; or


(b) any breach of warranties made by OWNER pursuant to this Agreement.

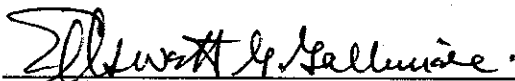
**Section 12. County's Liability.** Notwithstanding everything contained herein to the contrary, OWNER understands and agrees that the obligations of the COUNTY, including, but not limited to, the payment of costs to be made hereunder to OWNER shall not be deemed to be or constitute a pledge of the full faith and credit of the general revenues, including non-ad valorem tax revenues of the COUNTY.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

BUTLER RIDGE DEVELOPMENT, INC.

  
LOUISE A. WARD, Secretary

By:   
ELLSWORTH G. GALLIMORE, President

(CORPORATE SEAL)

Date: June 10.03.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
DARYL G. MCLAIN, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

Approved as to form and  
legal sufficiency.

*Avan E. Dietrich* 6-12-03  
County Attorney

SED/lpk

5/20/03

butler ridge exhibit G-sewer

Attachment:

Attachment "A" - Construction Costs

# ATTACHMENT A

## SEMINOLE COUNTY KENMURE - PUD -SEWER IMPROVEMENTS CPH PROJECT NO. G0347.2

### ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST (Construction, Design, Permitting and CEI cost estimate)

Item	Description	Qty	Units	Unit Cost	Total Cost
A	Mobilization/Demobilization (15% of total)	0.15	LS	\$ 23,458.20	\$ 3,518.73
B	6" Force Main to So. Of Entrance On Brooks Lane				
	6" PVC Force Main	96	LF	\$ 7.95	\$ 763.20
	6" Tee vs 6" 1/4 El.	1	LS	\$ 70.00	\$ 70.00
	6" Plug Valve	1	EA	\$ 1,025.00	\$ 1,025.00
	Sub Total				\$ 1,858.20
C	Cobblestone Lift Station Upgrade				
	F & I New ABS Pumps, slide rail brackets, SS cables, lifting bales, control panel upgrade (breakers & starters)	1	LS	\$ 14,400.00	\$ 14,400.00
	General Cond. Mobilization, Cleanup, Test and Checkout				
D	Force Main Jumper at Red Bug Lake Rd & Brooks Ln.				
	General Cond. Mobilization, Cleanup, Test and Checkout	1	LS	\$ 1,200.00	\$ 1,200.00
	Wet Tap 6" force main w/ gate valve	1	LS	\$ 2,000.00	\$ 2,000.00
	Wet Tap 4" force main w/ gate valve	1	LS	\$ 1,800.00	\$ 1,800.00
	F & I 30' of 6" PVC force main	30	LF	\$ 20.00	\$ 600.00
	Misc. Fittings	1	LS	\$ 600.00	\$ 600.00
	Restoration and sodding	1	LS	\$ 600.00	\$ 600.00
	M.O.T.	1	LS	\$ 500.00	\$ 500.00
	Sub Total				\$ 7,200.00
	Sum B-D				\$ 23,458.20
	Contingency 10%				\$ 2,345.82
	Sub Total Estimated Construction Cost				\$ 29,322.75

### Design, Permitting and Construction Inspection/Administration Costs (CEI)

E.	Design	\$1,619.00
F.	Permitting	\$200.00
G.	CEI	\$815.00
H.	Contingency (10%)	\$263.40
	Subtotal - Design, Permitting, CEI	\$2,897.40
	Exhibit G Total Estimated Project Cost	\$ 32,220.15